

INVITATION FOR BIDS



THE STATE BAR OF CALIFORNIA

This document is an Invitation for Bids ("IFB") for software and media kits that the Bar plans to use in implementing its Enterprise Resource Planning System.

Please submit your bid in a sealed envelope no later than 5 p.m. on February 17, 2004 to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105

Attn: Resty Buenavidez
Director of Technology Systems
E-mail: resty.buenavidez@calbar.ca.gov

I. INTRODUCTION

The State Bar of California ("the State Bar"), created in 1927 by the Legislature and adopted into the California Constitution, is a public corporation within the judicial branch of state government. In accordance with statute and the State Bar's procurement policies, contracts of \$50,000 or more are ordinarily subject to formal competitive bidding. As a governmental agency, the State Bar regularly receives favorable governmental pricing and contract terms.

The State Bar is seeking bids for software and media kits for use in implementation of its Enterprise Resource Planning system. A specific description of the software and media kits appear as Exhibit A to this IFB. The software and media kits must be delivered to the State Bar's San Francisco offices no later than March 1, 2004.

A proposal shall constitute an irrevocable offer for 30 business days following the deadline for its submission. Reference to a certain number of days in this IFB shall mean business days unless otherwise specified.

Contact with State Bar personnel in connection with this IFB may not be made other than as specified in this IFB. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

II. GENERAL INFORMATION

A. Submission Requirements

All proposals submitted in response to this IFB must comply with the following submission requirements and include all listed information:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. References with contact information from organizations that have purchased similar software and media kits from bidder within the last 18 months.
4. A firm total bid, sealed in a separate envelope from the remaining portion of the bid response, which breaks out the costs for each of the following:
 - Each software and media kit as described in Attachment A;
 - Delivery charges for delivery to the Bar's San Francisco headquarters at 180 Howard Street, San Francisco, CA 94105 no later than March 1, 2004.

Any bid failing to break out the costs in accordance with the above is subject to rejection as not responsive.

B. Rejection of Bids

The State Bar reserves the right in its sole discretion to reject any or all bids in whole or in part, without incurring any cost or liability whatsoever. All bids will be reviewed for completeness of the submission requirements. If a bid fails to meet a material requirement of the IFB, or if it is incomplete or contains irregularities, the bid may be rejected. A deviation is material to the extent that a bid is not in substantial accord with IFB requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a bid. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a bidder from full compliance with the IFB requirements.

Any bid may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Bids that contain false or misleading statements may be rejected if in the State Bar's judgment the information was intended to mislead the State Bar regarding a requirement

of the IFB.

C. Award and Execution of Contract

Prior to the time of bid opening, each bid submitted will be reviewed for compliance with the submission requirements of this IFB. The sealed bid envelopes of all bids found to be responsive to the submission requirements will be publicly opened at 12:00PM on February 19, 2004 at 180 Howard Street, San Francisco, CA..

Subject to the State Bar's right to reject any or all bids, the contract will ordinarily be awarded to the most responsive bidder with the lowest cost ("Lowest Cost Responsive Bidder" or "LCRB"). If the State Bar receives a written request for a public posting from any bidder prior to the deadline for submission of bids, the State Bar shall post a public notice of intent to award the contract at least five days before making the award. Any such notice shall be posted in the lobby of the State Bar offices at 180 Howard Street, San Francisco CA. If the State Bar is awarding the contract to the LCRB, and no request has been made to publicly post a letter of intent, the contract may be awarded without delay.

If the contract is not awarded to the LCRB, the LCRB must be notified of that fact at least five days before the State Bar makes the award. This notification must be by fax, overnight courier, or personal delivery. The notice shall include the reason that the contract is not being awarded to the LCRB.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted a timely, responsive and responsible bid.

Upon award of the contract, the terms set forth in this IFB are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

Questions regarding the State Bar's award of any business on the basis of bids submitted in response to the IFB, or on any other matter in connection with the selection process, should be addressed in writing to: Resty Buenavidez, The State Bar of California, 180 Howard Street, San Francisco, CA 94105-1639, e-mail: resty.buenavidez@calbar.ca.gov.

E. Errors in the IFB

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, the bidder should immediately provide the State Bar with written notice of the problem and request that the IFB be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for

submission of bids by issuing an addendum to all potential bidders to whom the IFB was sent.

If, prior to the date fixed for submissions, a bidder knows of or should have known of an error in the IFB but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the IFB

The State Bar believes that this IFB is complete and does not need explanation. Any technical questions, however, regarding the IFB may be addressed in writing to: Resty Buenavidez, The State Bar of California, 180 Howard Street, San Francisco, CA 94105, e-mail: resty.buenavidez@calbar.ca.gov.

Questions and answers regarding the IFB may be shared with all bidders.

If a question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the IFB's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the IFB be changed. The request must set forth the recommended change and reason for proposing the change. Any such request must be received by the State Bar within 3 days of the bidder's receipt of the IFB, but in no event later than 5 days before the deadline for submitting bids.

G. Addenda

The State Bar may modify the IFB prior to the date fixed for submission by mailing, e-mailing or faxing an addendum to the bidders to whom the IFB was sent. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than three (3) days following the receipt of the addendum.

H. Withdrawal and Resubmission/Modification of Bids

A bid may be withdrawn at any time prior to the deadline for submitting bids by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified bid, provided that it is

received at the State Bar no later than the deadline date for all bids.

Modification offered in any other manner, oral or written, will not be considered. Bids cannot be changed after the evaluation process begins.

I. Protest Procedure

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a bid that it believes to be the lowest cost responsible bid, under the criteria set forth above;
2. The bidder believes that its bid meets the State Bar's administrative and technical requirements, proposes goods and services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Bill Brauer, Procurement Officer, the State Bar of California, 415-538-2543, to attempt an informal resolution. If he is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attention: Robert Hawley, Deputy Executive Director

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

K. Disposition of Materials

All materials submitted in response to an IFB will become the property of the State Bar and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each bid will be retained for official files and become a public record. Specific

limited pages of a bid, not including proposed cost and compensation, may be marked as proprietary and confidential. The bidder's consent will be requested before release of such pages to anyone other than State Bar personnel. By submitting a bid, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a bid.

III. GOODS FOR PURCHASE

A. Description

The goods for purchase are described on Attachment A to this IFB, incorporated herein by this reference. The bidder must provide all goods, and precisely those goods, described on Attachment A.

B. Delivery

The software and media kits must be delivered to the State Bar's San Francisco offices at 180 Howard Street, San Francisco, CA 94105-1639 no later than March 1, 2004.

IV. CONTRACTING REQUIREMENTS

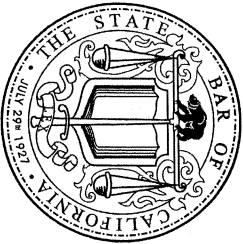
A. The final agreement shall be by Purchase Order and governed by The State Bar's General Terms and Conditions as set forth therein, a form of which is attached here to as Attachment B.

B. A bidder's agreement to the Purchase Order terms will be presumed. Any bid proposing alternate language will be considered a counter proposal and subject to rejection as non-responsive.

C. In addition to the above-referenced General Terms and Conditions, the Purchase Order shall also contain the following terms:

1. Assignment of Warranties. To the extent that third party manufacturers have made to Vendor any warranties or other commitments regarding software and media kits, products or goods that the Vendor has included in its bid to the State Bar of California, Vendor will assign to the State Bar all of such manufacturers' warranties and other commitments, and/or take such action as may be necessary to ensure that the State Bar is entitled in full to all manufacturer's warranties.
2. Delivery and Insurance, and Title
 - a. Delivery. The software and media kits will be delivered to the State Bar's San Francisco Office no later than March 1, 2004.

- b. Insurance. Vendor will assume full responsibility for insuring the software and media kits in transit and dealing with transportation carriers to ensure delivery of shipments, to locate missing or late shipments, to resolve billing for transportation charges, and to submit and to resolve all insurance claims arising from damage to its shipments.
 - c. Title. Vendor will furnish the State Bar a bill of sale and other documents requested by the State Bar to enable it to perfect unencumbered title to the software and media kits.
- 3. Transportation Costs. All transportation charges on the software and media kits will be prepaid by the Vendor and will be added as a separate charge on Vendor's invoice to the State Bar to be paid by the State Bar, except:
 - a. Vendor will bear the cost of transportation of the software and media kits shipped for replacement purposes;
 - b. Vendor will bear the cost of transportation for the software and media kits removed as a result of failure, whether for convenience or at the State Bar's demand; and
 - c. Vendor will bear the cost of transportation for the software and media kits removed as a result of default by vendor of any of the terms and conditions of the Purchase Order.
- D.** In the event of any conflict or inconsistency with the above terms and the State Bar's General Terms and Conditions, the above terms shall control.
- E.** The above terms and the State Bar's General Terms and Conditions are not negotiable.
- F.** No oral understanding or agreement shall be binding on either party.



The State Bar of California
180 Howard Street
San Francisco, CA 94105
415-538-2000

ATTACHMENT A: INVITATION FOR BID FOR SOFTWARE AND MEDIA KITS TO SUPPORT PEOPLESFT ERP.
THE FOLLOWING-DESCRIBED SOFTWARE AND MEDIA KITS SHALL BE PROVIDED.

| Product Number | Detailed Software List and Description | Qty. |
|------------------|--|------|
| Microsoft | Database Server (MS SQL 2000) | |
| P72-00568 | Microsoft Windows Server 2003 Enterprise Edition License (Government) | 1 |
| 810-01454 | Microsoft SQL Server 2000 Enterprise Edition LIC/SA (Government) | 1 |
| S110288-OLE000 | Veritas BackupExec Windows Server Agent for Microsoft SQL 2000 | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |
| Microsoft | Enterprise Logic Server (BSFN/UBE) | |
| P72-00568 | Microsoft Windows Server 2003 Enterprise Edition License (Government) | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |
| Microsoft | Production Web Server 1 | |
| P73-00594 | Microsoft Windows Server 2003 Standard Edition License (Government) | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |
| Microsoft | Production Web Server 2 | |
| P73-00594 | Microsoft Windows Server 2003 Standard Edition License (Government) | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |

| Product Number | Detailed Software List and Description | Qty. |
|-----------------------|--|-------------|
| Microsoft | Deployment Server | |
| P73-00594 | Microsoft Windows Server 2003 Standard Edition License (Government) | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |
| | | |
| Microsoft | Non Production SQL/Logic Server | |
| P72-00568 | Microsoft Windows Server 2003 Enterprise Edition License (Government) | 1 |
| 810-01454 | Microsoft SQL Server 2000 Enterprise Edition LIC/SA (Government) | 1 |
| S110288-OLE000 | Veritas BackupExec Windows Server Agent for Microsoft SQL 2000 | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |
| | | |
| Microsoft | Non Production Web Server | |
| P73-00594 | Microsoft Windows Server 2003 Standard Edition License (Government) | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |
| | | |
| Microsoft | Web Generator Server | |
| P73-00594 | Microsoft Windows Server 2003 Standard Edition License (Government) | 1 |
| S111148-OLE000 | Veritas BackupExec Remote Agent for Windows NT and Windows 2003 | 1 |
| S110218-OLE000 | Veritas BackupExec Intelligent Disaster Recovery for Windows NT and Windows 2003 | 1 |
| | | |
| Microsoft | Software Media Kits | |
| P73-00156 | Microsoft Windows Server 2003 Standard Edition - Media Kit | 2 |
| P72-00114 | Microsoft Windows Server 2003 Enterprise Edition - Media Kit | 2 |
| 810-01148 | Microsoft SQL Server 2000 Enterprise Edition English Disk Kit CD | 2 |
| 048-00538 | Microsoft MLF VISUAL C++ PRO 6.0 WIN32 ENG DISK KIT MVL CD | 1 |

ATTACHMENT B: Invitation for Bid for software and media kits to support PeopleSoft ERP.

TERMS AND CONDITIONS

ALL ORDERS FOR PURCHASES ("PURCHASE ORDERS") ISSUED BY STATE BAR OF CALIFORNIA, INCLUDING ORDERS APPEARING ON THE REVERSE SIDE, IF ANY, AND ANY SUBSEQUENT ORDERS, INCLUDING ORDERS COMMUNICATED VERBALLY, IN WRITING, OR TRANSMITTED ELECTRONICALLY VIA COMPUTER OR BY FACSIMILE OR BY ANY OTHER MEANS, SHALL BE GOVERNED BY THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") BELOW AS APPLICABLE FOR THE PROVISION OF GOODS OR SERVICES OR GOODS AND SERVICES (COLLECTIVELY REFERRED TO HEREINAFTER AS "GOODS AND/OR SERVICES").

1. **PURCHASE ORDER NUMBER:** PURCHASE ORDER Number assigned by State Bar must appear on all packing lists and invoices.

2. **INVOICES:** Vendor shall render separate invoices in duplicate, priced and extended, with applicable taxes separately shown, immediately following each and every shipment of goods and/or rendition of services. Invoices shall be directed to "Accounts Payable" of State Bar.

3. **SHIPMENT AND DELIVERY; PERFORMANCE OF SERVICES:** If any PURCHASE ORDER requires Vendor to ship goods, and the goods are not shipped in accordance with State Bar's direction and the instructions set out in the PURCHASE ORDER, Vendor shall pay to State Bar any excess cost resulting therefrom. In providing the goods and/or services required under this PURCHASE ORDER, time shall be of the essence.

4. **PAYMENT:** Unless otherwise agreed, invoices shall be paid within 30 days of receipt.

5. **PRICE:** If price is not stated in the PURCHASE ORDER, the goods and/or services provided shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. In the event Vendor reduces its prices while any PURCHASE ORDER is pending, Vendor agrees to reduce the price of such pending PURCHASE ORDER correspondingly. Vendor warrants that prices shall be complete and shall include charges, if any, for shipping, taxes, insurance and installation.

6. **PATENT, SERVICE MARK, TRADEMARK AND COPYRIGHT:** Vendor expressly warrants that the goods and/or services delivered hereunder will not infringe any domestic or foreign patents, service marks, trademarks or copyright rights and agrees to indemnify and hold State Bar, its agents, employees, and officers, harmless from any expense, loss, cost, damage or liability, including attorneys' fees or costs, which may be incurred on account of infringement of such rights, and to defend, at Vendor's own expense, any action or claim in which such infringement is alleged, provided that Vendor is notified of such action or claims against State Bar. State Bar may be represented by and actively participate through its own counsel in any such suit or proceeding, if it so desires, and the cost of such representation shall be paid by Vendor. All creations resulting from Vendor's performance shall be owned exclusively by State Bar as a "work made for hire."

7. **TERMINATION:** State Bar may terminate the PURCHASE ORDER for its sole convenience, or for any other reason, in whole or in part, by verbal or written notice, including via facsimile or computer electronic transmission, at any time. If the PURCHASE ORDER is terminated for convenience, any claim of Vendor shall be settled on the basis of reasonable costs incurred in the performance of the PURCHASE ORDER. Vendor shall not be paid for any work done after receipt of notice of termination nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could have reasonably avoided.

8. **QUALITY:** Vendor expressly warrants that all goods and services furnished under any PURCHASE ORDER will conform to the specifications, drawings, samples or other description furnished or adopted by State Bar, and will be of good material and workmanship, free from defects, merchantable, fit and sufficient for the purpose intended. If the PURCHASE ORDER requires that Vendor render services, such services shall be performed with the degree of care, skill and diligence currently recognized as standard for the industry of Vendor's profession.

9. **SAFETY AND HEALTH; HAZARDOUS MATERIALS:** All goods and services, including any hazardous materials, provided by Vendor shall comply with the Occupational Safety and Health Act of 1970, and as amended, and all applicable federal, state and local laws, regulations and standards relating to health and safety.

10. **INSPECTION AND ACCEPTANCE:** State Bar may conduct an inspection at any time after receipt of goods and/or services. Vendor expressly waives any right to be relieved of its obligation to cure, correct or replace defective goods or workmanship, or to refund amounts paid by State Bar for defective goods and/or services, based upon any failure of State Bar to inspect the goods or workmanship within a reasonable period of time. Acceptance of the goods or workmanship by State Bar shall not release Vendor from any of its obligations and warranties hereunder. In no event shall payment be deemed to constitute acceptance.

11. **DEFECTIVE GOODS AND/OR SERVICES:** If any of the goods and/or services are non-conforming or fail to meet the warranties and requirements contained in Paragraphs 6, 8 or 9, Vendor, upon notice thereof from State Bar, shall promptly correct or replace the same at Vendor's expense. If Vendor shall fail to do so, State Bar may cancel any PURCHASE ORDER, including any remaining balance thereof, and Vendor shall promptly refund to State Bar any payment made by State Bar for such goods and/or services. After notice to Vendor, any goods will be held at Vendor's risk. State Bar may return such goods to Vendor at Vendor's risk, and all transportation charges, both to and from the original destination, shall be paid by Vendor. The remedies provided herein to State Bar shall be in addition to any other remedies that State Bar may have under the TERMS AND CONDITIONS or existing law.

12. **INDEMNITY:** Vendor shall indemnify, defend and hold State Bar harmless from and against all damages, liability, claims, losses and expenses, including attorneys' fees and costs, arising out of, or resulting from, any defect in the goods and/or services purchased under any PURCHASE ORDER or from any act or omission of Vendor, its agents, employees or subcontractors.

13. **INSURANCE:** All Vendors shall maintain comprehensive business automobile liability insurance, including owned, non-owned, leased and hired vehicles, with at least \$500,000

combined single limit and workers' compensation and employer's liability coverage. Vendors of goods shall maintain commercial general liability insurance with a minimum general aggregate limit of \$500,000. Vendors of services or of goods and services shall maintain commercial general liability insurance with a minimum general aggregate limit of \$1,000,000. At the discretion of State Bar as to necessity for coverage and amount, Vendors of goods or of goods and services may be required to maintain umbrella liability coverage and Vendors of services or of goods and services may be required to maintain professional liability insurance. All insurance required shall be issued by insurance companies acceptable to State Bar. If requested by State Bar, Vendor shall submit certificates of insurance evidencing Vendor's coverage and providing for 30 days prior written notice to State Bar of any cancellation or material change in the terms of the policy.

14. **INDEPENDENT CONTRACTOR STATUS:** Vendor is, at all times, an independent contractor, and is not the agent, employee, joint venturer or partner of State Bar. Vendor undertakes sole responsibility for its employees and has exclusive liability for the payment of federal, state and local taxes and contributions therefor.

15. **CONFIDENTIALITY; ADVERTISING:** Vendor shall consider all information furnished by State Bar to be confidential and shall not disclose any such information to any person, or use such information for any purpose other than in connection with fulfilling its obligations under the PURCHASE ORDER. Vendor shall not advertise or publish the fact that State Bar has contracted with Vendor without State Bar's written consent.

16. **APPLICABLE LAWS:** Vendor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances and agrees upon request, to furnish State Bar a certificate to such effect and in such form as State Bar may from time to time require.

17. **VENDOR'S ACCEPTANCE:** Acceptance by Vendor of any PURCHASE ORDER is limited to the provisions set forth therein and to the TERMS AND CONDITIONS. Any additional or non-identical provisions in Vendor's acceptance are deemed objected to and are not valid.

18. **CHANGES/MODIFICATIONS:** No changes or modifications in the TERMS AND CONDITIONS shall be valid except upon State Bar's written authority. State Bar may make changes or modifications in the provisions of any PURCHASE ORDER and such changes or modifications must be authorized by State Bar in writing, except as provided in the next sentence. State Bar reserves the right to make changes or modifications in the provisions of any PURCHASE ORDER without a written authorization provided that such changes or modifications do not cause the price of the PURCHASE ORDER to increase or decrease in excess of \$100, or cause a change in the delivery date of the goods and/or services.

19. **NON-WAIVER; ENTIRE CONTRACT:** State Bar's failure to insist on performance of any of the TERMS AND CONDITIONS or the provisions of the PURCHASE ORDER, or to exercise any right granted thereunder, or State Bar's waiver of any breach by Vendor shall not, thereafter, be deemed a waiver of any right of State Bar. The provisions set forth in any PURCHASE ORDER, together with the TERMS AND CONDITIONS, constitute the final and entire contract, superseding all other written or oral agreements, express or implied.

20. **ASSIGNMENT:** Vendor shall not assign or transfer the PURCHASE ORDER or any interest therein or monies payable thereunder without the written consent of State Bar, and any assignment made without such consent shall be null and void.

21. **REMEDIES:** No remedy herein provided shall be deemed exclusive of any other remedy allowed by law. State Bar shall be entitled at all times to set off any amount owing at any time from State Bar to Vendor in connection with any defective or nonconforming goods, workmanship or services provided by Vendor, or any other claim against Vendor that State Bar may have under the TERMS AND CONDITIONS herein.

22. **GOVERNING LAW; SEVERABILITY:** The TERMS AND CONDITIONS and the provisions of any PURCHASE ORDER shall be construed according to the laws of the State of California. If any provision of the TERMS AND CONDITIONS or of any PURCHASE ORDER is held to be invalid or unenforceable, that provision shall be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity or unenforceability of one provision shall not affect any other provision of the TERMS AND CONDITIONS or of any PURCHASE ORDER.

23. **FORCE MAJEURE:** State Bar shall not be held responsible for acceptance of all or any part of the goods and/or services tendered by Vendor in the event of government action, statute, ordinance or regulation, civil disorder, strike or other labor trouble or the probability of strike or other labor trouble, acts of God, fire or other incidents or emergencies outside of State Bar's control which shall make such acceptance impossible, illegal or impractical.

24. **ANTI-DISCRIMINATION; EQUAL OPPORTUNITY:** It is the policy of the State Bar that in connection with all purchasing of goods and/or services that there will be no discrimination against anyone engaged in providing goods and/or services because of race, color, ancestry, gender, sexual orientation, national origin, age, medical condition, disability or religious creed and, therefore, as a condition of contracting with State Bar, Vendor agrees to comply with all applicable laws relating thereto. State Bar also promotes equal opportunity for minority and women-owned businesses in its contracting and procurement.

25. **TERM:** These TERMS AND CONDITIONS shall be valid and enforceable as to any PURCHASE ORDER issued by State Bar until such TERMS AND CONDITIONS are revoked in writing by State Bar.